

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 21, 2004

Division: County Attorney

AGENDA ITEM WORDING:

Approval of a Community Correctional Service Agreement with Maximus, Inc. to provide supervision services for misdemeanor probationers.

ITEM BACKGROUND:

BOCC granted approval to advertise for Request for Qualifications for this service and for County Attorney to negotiate a Contract for Misdemeanor Probation Services with Maximus.

PREVIOUS RELEVANT BOCC ACTION:

See above.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Authorize payment.

TOTAL COST:

BUDGETED: Yes ☐ No ☐

COST TO COUNTY:

APPROVED BY: County Attorney x OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL:


J.R. Collins

DOCUMENTATION:

Included ☐

To Follow ☐

Not Required ☐

AGENDA ITEM #

P15

**COMMUNITY CORRECTIONAL SERVICES AGREEMENT
BETWEEN MONROE COUNTY, FLORIDA AND MAXIMUS INCORPORATED**

This AGREEMENT ("Agreement") is made this _____ day of _____, 2004, by and between MAXIMUS, Inc., with its principal place of business at 11419 Sunset Hills Road, Reston, VA 20190 and for the purposes of this Agreement at 1051 Culpepper Drive, Conyers, GA 30094 ("MAXIMUS") and Monroe County, Florida ("County"), a political subdivision of the State of Florida, with its principal place of business for the purposes of this Agreement at 1100 Simonton Street, Room 2-213, Key West, Florida 33040

WHEREAS, the County has determined that a present need exists for certain community correctional services for misdemeanor probationers, hereinafter referred to as the "Services", and

WHEREAS, the County is authorized to enter into this Agreement by the laws and regulations to which the County is subject; and

WHEREAS, the County and MAXIMUS agree that the terms and conditions of this Agreement apply to the Services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. INTRODUCTION. The purpose of this Agreement is to set forth the Agreement between MAXIMUS and the County concerning the Supervision Services that MAXIMUS agrees to provide the County and the Sixteenth Judicial Circuit hereunder as referenced in County RFQ # 289-076-CAY 2003/LC. Supervision Services for misdemeanor probationers are required by Florida Statute 948.15, which sets forth the minimum of requirements to be specified in this agreement.

2. SERVICES/TERM.

2.1 Services. MAXIMUS agrees to provide to the County and the County agrees that the Court shall order Probationers to make the payment for the Services. All Services provided by MAXIMUS hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein.

2.1.1 To the degree permitted by law and ordered by the Court, MAXIMUS shall:

2.1.1.1. Monitor and collect payments for fines, court costs and restitution.

2.1.1.2. Monitor compliance with conditions placed on referred cases as ordered by the court. Face-to-face contacts shall, at a minimum, be established at the outset of the supervision and prior to the final report to the Court regarding compliance with the order of probation. MAXIMUS' probation personnel shall conduct such other face-to-face contacts as may be deemed necessary or beneficial to the successful completion of probation.

2.1.1.3 Provide staff to attend Court to perform case intake on referred cases.

2.1.1.4 Provide weekly reports to the Court of collections made and remittances to Court. All collected fine and cost payments shall be remitted on a weekly basis to the Clerk of the Court.

2.1.1.5 Confer with the Court staff, the Judges, and the State Attorney's and County Prosecutor's offices on cases as appropriate.

1
2 2.1.1.6 Manage Probationer case limits and maintain a reasonable number of staff in each area
3 of the Florida Keys (Upper Keys, Middle Keys, and Lower Keys) in order to provide attention to all Court
4 ordered terms and conditions. MAXIMUS shall provide bilingual probation supervision services in each
5 area, with the minimum capability of Spanish in addition to English. MAXIMUS shall have sufficient staff
6 to supervise all misdemeanor probationers of the County Court of Monroe County, Florida. Due to the
7 physical configuration of the Florida Keys and the factors affecting travel and work in areas outside the
8 area of residency of many residents, with an office in each of the three areas, MAXIMUS shall determine
9 the degree of staffing needed in each area.

10
11 2.1.1.7 Employ professional probation personnel that meet or exceed the standards required by
12 the American Correctional Association as of January 1, 1991, and who have been cleared through a
13 criminal records check, as required by State Statute.

14
15 2.1.1.8 Maintain appropriate records on Probationers.

16
17 2.1.1.9 Monitor community service records.

18
19 2.1.1.10 Report to the Court any and all violations of court-ordered conditions for any
20 probationer who is materially in violation of such conditions. Probation personnel shall make
21 recommendations for revocation of probation when the probationer has been arrested or a warrant issued
22 for the probationer's arrest and when multiple probation violations have occurred.

23
24 2.1.1.11 File petitions, warrants, and orders as directed by the Court. MAXIMUS shall coordinate
25 with the Court related to hearings. MAXIMUS shall provide testimony and supporting documentation as
26 may be required by the Court, and shall, upon disposition by the Court, assure that all required
27 documents are filed and take actions as ordered by the Court.

28
29 2.1.1.12 Provide oversight of any offender placed on pre-trial supervision program, provided
30 such cases are subject to the same conditions as other cases referred under this Agreement.

31
32 2.1.1.13 Submit a weekly statement to the Court or its representative for the amount of Court
33 fines, costs and restitution ordered by the Court and collected by MAXIMUS from the Probationers. This
34 report shall provide to the Court collection data by area of the Florida Keys. A quarterly report
35 summarizing the collections and remittance activity by area shall also be provided to the County
36 Attorney.

37
38 2.1.1.14 Tender all fines, costs and restitution ordered by the Court and collected by MAXIMUS
39 weekly.

40
41 2.1.1.15 Provide Electronic Monitoring ("EM") services as ordered by the court, with the expense
42 to be borne by the Probationer. The description of the Electronic Monitoring Services, the
43 responsibilities of both MAXIMUS and the Court, as well as the level of notification for alerts are
44 described in **Exhibit A** attached hereto.

45
46 2.1.1.16 Provide programs ("Programs") to Probationers when ordered by the Court. See
47 Exhibit B (MAXIMUS Programs Menu) for a description and pricing of the Programs offered.

48
49 2.1.1.17 Provide random drug testing as ordered by the Court, with the expense to be borne by
50 the Probationer.

51
52 2.1.1.18 Comply with all laws regarding confidentiality of Probationer records.

53
54 2.1.1.19 Maintain fine, restitution or court costs collected from the Probationers in an escrow
55 account without benefit or profit from said accounts.

56
57 2.1.1.20 Provide services based upon a sliding scale if the Probationer is determined to be
58 indigent by the Court following sentencing for up to 10% of the average daily population of active cases

referred, and at no cost for the probationers for whom the Court waives all fees due to extreme indigency. The number of probationers for whom all fees may be waived is estimated to be less than 1% of the total probationer population (probationers for whom services are required to be rendered under this agreement). Should the number of probationers for whom the Court orders all fees waived exceed 3% of the total probationer population, the parties shall work toward a mutually satisfactory solution including but not limited to amendment of this agreement.

2.1.1.21 Provide to probationers, when needed, information regarding local resources for employment and educational opportunities. MAXIMUS shall make available the Job readiness Program described in Exhibit B to probationers who have not been ordered as a condition of probation but who want to enroll in the program and pay its cost.

2.1.1.22 Maintain in each area an office to which probationers shall report, and which shall have flexible hours, including hours after five PM on weekdays and hours on Saturdays as needed to ensure that Probationers are able to report while maintaining employment.

2.1.2. Court. The Court shall provide the following:

2.1.2.1 Refer appropriate cases to MAXIMUS for community supervision.

2.1.2.2 Order each probationer to remit to MAXIMUS payment according to the services ordered by the Court according to the Services noted in Section 3.2 of this Agreement. The Court shall enforce payment and failure to pay shall be a violation of probation that may result in revocation.

2.1.2.3 Utilize pre-trial supervision program, EM and Programs if and when appropriate. Such conditions may be ordered by the Court through the initial court order or as a result of an amended order of the Court.

2.3 Term. The term of this Agreement is an initial period of Three (3) years commencing March 1, 2004, or at such earlier time as may be mutually agreed to by and between the County and MAXIMUS. This Agreement, its terms and conditions, and authorized Exhibits and Amendments may be renewed at the County's option for two succeeding periods of one-year each, provided County exercises these options in writing at least thirty (30) days prior to the termination to this agreement or any extension hereof.

2.4 Termination. County may terminate this Agreement for cause by giving MAXIMUS written notification of a breach, providing thirty days from the date of such notice for MAXIMUS to cure, and if not cured, giving an additional seven (7) days written notice of termination of this agreement. Failure of the County to exercise this provision for any breach does not constitute a continuing waiver of any subsequent breach, whether of the same or other provision.

3. PAYMENT/PRICING.

3.1 Payment from Probationers. Any payments for specified services herein will be the sole responsibility of the Probationer unless otherwise agreed by the County. Further, there may be additional amounts that the Court may instruct MAXIMUS to collect (such as restitution, court fines and fees). As used in this Agreement, the term "Probationer" shall mean the person actually receiving the services or meaning the person actually being supervised, or participating in a Program or directly receiving or using any other MAXIMUS service or equipment.

3.2 Pricing Table. The Services provided hereunder shall be priced according to the following pricing table:

3.2.1 Application Fee for Intake Interview	\$10.50
3.2.2 Basic Supervision Cost:	\$50.00 per month

3.2.3 Standard Program/Class Cost:	\$20.00 per session
3.2.4 Alcohol/Drug Testing:	\$20.00 per test
3.2.5 Risk/ Needs Assessment:	\$25.00 per assessment
3.2.6 Electronic Monitoring Cost:	
3.2.6.1 Compliance Monitoring Program EM Unit):	\$10.00 per day
3.2.6.2 Voice ID	\$5.00 per day
3.2.6.3 Sobriety Unit used with an EM unit:	\$5.00 per day

3.2.7 Additional Services and Pricing are referenced in Exhibit B to this Agreement.

3.2.8 Any adjustment to this pricing shall be by mutual consent of MAXIMUS and the County and shall be in writing and attached to this Agreement.

3.2.9 The application fee for intake interview includes a charge of Two Dollars and Fifty Cents (\$2.50) to help defray part of the County's monitoring and oversight functions related to this Agreement, and the basic supervision cost includes a charge of Five Dollars (\$5.00) to help defray part of the County's monitoring and oversight functions. These charges shall be remitted to County in the same manner as fines and other Court fees collected from probationers.

4. LIMITATION OF LIABILITY.

4.1 Disclaimer of Warranty. MAXIMUS makes no warranties regarding the services or any equipment provided hereunder. MAXIMUS excludes the warranties of merchantability and fitness of the services or any equipment provided hereunder for a particular purpose. The foregoing warranties are in lieu of all other warranties, expressed or implied.

4.2 Acts of Probationers. In no event does MAXIMUS assume any responsibility or liability for acts that may be committed by probationers in connection with the services provided under this Agreement, or for any damages caused by the County's failure to fulfill its responsibilities.

4.3 Damages. MAXIMUS covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners, and the officers and employees of the County and of the County and Circuit Court for Monroe County, from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by MAXIMUS or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of MAXIMUS or its Subcontractors in any tier, their employees, or agents. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere in this agreement.

4.4 Liability. MAXIMUS assumes no responsibility for the selection of participants for its programs. The responsibility for placement is solely the responsibility of the referring agency or Court. Termination of placement in any MAXIMUS program is also determined by the referring agency or Court. Such termination may be defined by the term stated in a referral document, or upon special order. It is the responsibility of MAXIMUS to inform the referring agency or Court of program violations during the term of placement as determined by the agency or Court. The referring agency or court may determine that early termination and other sanctions are required. Formal policy may be developed between referring agency or court and MAXIMUS that pre-defines placement and termination conditions, provided such policy is written and is consistent with the levels of authority defined in this statement.

1 **5. PROPRIETARY INFORMATION AND TRADE SECRETS.**

2
3 **5.1 Agreement Not to Disclose.** During the term of this Agreement and for a period of two (2)
4 years following the termination of this Agreement, for any reason whatsoever except as required by
5 applicable law, the County shall not disclose to any person or entity any information which is or has been
6 disclosed to it or of which it became aware as a consequence of or through its relationship with
7 MAXIMUS, which has value to MAXIMUS, and which is treated by MAXIMUS as "Proprietary
8 Information," except in compliance with and pursuant to any public records law requiring disclosure. In
9 addition, the Court shall not, at any time while MAXIMUS is performing services for or on behalf of the
10 Court and at all times following the termination of its relationship with the Court for any reason
11 whatsoever, disclose to any person or entity except as may be required by applicable law, any Trade
12 Secret of MAXIMUS. In those instances in which applicable law requires the disclosure of information,
13 the County and Court will inform MAXIMUS of the request and information disclosed.
14

15 **5.2 Proprietary Information.** All Proprietary Information and all Trade Secrets received or
16 developed by MAXIMUS while MAXIMUS is performing services for or on behalf of the Court, are
17 confidential to and are and will remain the sole and exclusive property of MAXIMUS. The Court will hold
18 such Proprietary Information and Trade Secrets in trust and strictest confidence and will not use,
19 reproduce, distribute, disclose or otherwise disseminate the Proprietary Information or Trade Secrets or
20 any physical embodiments thereof and may, in no event, take any action causing or fail to take the
21 action necessary in order to prevent, any Proprietary Information and any Trade Secret to lose its
22 character or cease to qualify as Proprietary Information or as Trade Secrets. It is anticipated that
23 MAXIMUS shall convey to County very limited, if any, records containing proprietary information or
24 trade secrets.
25

26 **5.2.1 Definition of Proprietary Information.** "Proprietary Information" means information
27 related to MAXIMUS (1) which derives economic value, actual or potential, from not being generally
28 known to or readily ascertainable by other persons who can obtain economic value from its disclosure or
29 use; (2) which is not generally known by MAXIMUS competitors; and (3) which is the subject of efforts
30 that are reasonable under the circumstances to maintain its secrecy. Proprietary Information also
31 includes information which has been disclosed to MAXIMUS by a third party and which MAXIMUS is
32 obligated to treat as confidential.
33

34 **5.2.2 Definition of Trade Secrets.** "Trade Secrets" shall include the whole or any portion of
35 any scientific or technical and non-technical data related to the formulas, patterns, designs, compilations,
36 programs, methods, techniques, drawings, processes, finances, actual or potential Courts and suppliers,
37 existing and future products and services, and employees of MAXIMUS. Trade secrets also include
38 information which has been disclosed to MAXIMUS by a third party and which MAXIMUS is obligated to
39 treat as confidential.
40

41 **6. INDEMNIFICATION.** MAXIMUS will indemnify the County from and against all liability resulting
42 from the negligence or willful misconduct of MAXIMUS and its employees in the provision of Services
43 hereunder in accordance with paragraph 4.3 above. The County will indemnify MAXIMUS from and
44 against all liability resulting from the negligence or willful misconduct of the County and its employees in
45 the operation and use of the Services, subject to the limitations of Florida Statute Section 768.28.
46 Further the County agrees to indemnify MAXIMUS from and against all liability resulting from the acts
47 committed by the Probationers receiving Services hereunder, subject to the limitations of Florida Statute
48 Section 766.28. The term "liability" includes but is not limited to legal fees and expenses, penalties and
49 interest. In no event, however, shall either party be responsible or liable for any indirect, special,
50 punitive, incidental, or consequential damages. This indemnification provision shall remain in effect
51 even if this Agreement is terminated.
52

53 **7. FORCE MAJEURE.** MAXIMUS shall not be liable for any delay in performance or
54 nonperformance which is due to causes beyond MAXIMUS' control, including, but not limited to, war, fire,
55 floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third
56 parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of

1 equipment, differences with employees or similar or dissimilar causes beyond MAXIMUS' reasonable
2 control.

3
4 **8. INSURANCE.** MAXIMUS shall maintain comprehensive general liability insurance, including
5 acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Prior
6 to commencing services under this agreement, MAXIMUS shall furnish to the County a Certificate of
7 Insurance or other evidence that the required insurance is in effect, and shall provide County, with
8 certificates of insurance for all new or renewal policies. The Monroe County Board of County
9 Commissioners shall be named as Additional Insured on all policies other than the errors and omissions,
10 worker's compensation, and contractual portions issued to satisfy the above requirements. Certificates
11 shall be mailed to Bill Grumhaus, Monroe County Risk Manager, 1100 Simonton Street, Key West, FL
12 33040.

13
14 **9. NOTICES.** Any notices or communications given or required in connection with this Agreement
15 shall be in writing and shall be deemed to have been given when sent by U.S. regular mail, postage
16 prepaid, to the other party at the address stated herein above and directed to the attention of the person
17 signing this Agreement, his successor, other designee or officer of the party. Notice sent by other
18 means, including by facsimile shall be deemed effective upon receipt.

19
20 Notification for MAXIMUS is: Steven P. Merrefield
21 Senior Vice President
22 1051 Culpepper Drive
23 Conyers, GA 30094
24 Phone: 770.761.7300
25 Fax: 770.761.7344
26 E-Mail:

27
28 Notification for the County is: John R. Collins
29 County Attorney
30 PO Box 1026
31 Key West, FL 33041-1026
32 Phone: 305-292-3470
33 FAX: 305-292-3516
34 E-Mail: Collins-john@monroecounty-fl.gov

35
36 With a copy to: Chief Administrative Judge, Monroe County Court
37
38
39
40
41

42 A change in the address, telephone, facsimile number, or e0mail address of either party may be made in
43 the same manner as for giving of any other notice.

44
45 **10. GENERAL.**

46
47 **10.1 No Assignments.** Without the prior written consent from the County, MAXIMUS shall
48 not assign or transfer this Agreement.

49
50 **10.2 Entire Agreement.** The entire agreement between the parties with respect to the subject
51 matter hereof is contained in this Agreement, the Request for Qualifications and response thereto.
52 Unless contradicted by the terms of this agreement, the parties shall be bound by the provisions of the
53 RFQ and Response. To the extent the RFQ and response are contradicted by the language in this
54 Agreement, this Agreement supersedes all prior oral and written proposals and communications related
55 to this Agreement between the parties. No provision of this Agreement shall be deemed waived,
56 amended or modified by either party unless such waiver, amendment or modification is in writing and
57 signed by the party against whom the waiver, amendment or modification is claimed. This Agreement

1 shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and
2 assigns.

3
4 **10.3 Severability.** If a term, covenant, condition or provision of this Agreement shall be
5 declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining
6 terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each
7 remaining term, covenant, condition and provision of this Agreement shall be valid and shall be
8 enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms,
9 covenants, conditions and provision of this Agreement would prevent the accomplishment of the original
10 intent of this Agreement. The parties agree to reform the Agreement to replace any stricken provision
11 with a valid provision that comes as close as possible to the intent of the stricken provision.
12

13 **10.4 Captions.** The captions set forth herein are for convenience of reference only and shall not
14 define, modify, or limit any of the terms hereof.
15

16 **10.5 Governing Law and Venue.** This Agreement shall be governed by and construed in
17 accordance with the laws of the State of Florida applicable to contracts made and to be performed
18 entirely in the State. Venue for any legal action which may arise out of or under this agreement shall be
19 in Monroe County, Florida.
20

21 **10.5.1 Conflicts in interpretation.** The parties agree that, in the event of conflicting
22 interpretations of the terms or a term of this Agreement by or between them, the issue shall be submitted
23 to mediation prior to the institution of any other legal proceeding.
24

25 **10.5.2 Ajudication of Disputes and Disagreements.** The parties agree that all disputes and
26 disagreements shall be attempted to be resolved by meet and confer sessions between representatives
27 of the parties. If no resolution can be agreed within thirty (30) days after the first meet and confer
28 session, the issue or issues shall be discussed at a public meeting of the Board of County
29 Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any
30 party shall have the right to seek such relief as may be provided by this Agreement or by Florida law.
31

32 **10.5.3 Cooperation.** In the event any administrative or legal proceeding is instituted against
33 either party relating to the formation, execution, performance, or breach of this Agreement, the parties
34 agree to participate, to the extent required by the other party, in all proceedings, hearings, processes,
35 meetings, and other activities related to the substance of this Agreement. The parties agree that neither
36 party shall be required to enter into any arbitration proceedings related to this Agreement or any
37 Attachment or Addendum to this Agreement.
38

39 **10.5.4 Legal Obligations and Responsibilities; Non-delegation of Constitutional or**
40 **Statutory Duties.** This Agreement is not intended to relieve, nor shall it be construed as relieving, any
41 party from any obligation or responsibility imposed upon the party by law except to the extent of actual
42 and timely performance thereof by the other party, in which case the performance may be offered in
43 satisfaction of the obligation or responsibility. Further this Agreement is not intended to authorize, nor
44 shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the County,
45 except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the
46 provisions of Chapter 125, Florida Statutes.
47

48 **10.6 Attorney's Fees and Costs.** In the event any cause of action is initiated or defended by
49 any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be
50 entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an
51 award against the non-prevailing party, and shall include reasonable attorney's fees, court costs,
52 investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and
53 conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure
54 and usual and customary procedures required by the circuit court of Monroe County.
55

56 **10.7 Records.** MAXIMUS shall maintain all books, records, and documents directly pertinent to
57 performance under this Agreement in accordance with generally accepted accounting principles,

consistently applied. Upon ten (10) business days written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. MAXIMUS shall retain all records required to be kept under this agreement for a minimum of five years, and for at least four years after the termination of this agreement. MAXIMUS shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of MAXIMUS to maintain appropriate records to insure a proper accounting of all collections and remittances. MAXIMUS shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.

10.7.1 Public Access. The parties shall allow and permit reasonable access to and inspection of, all documents, papers, letters, or other materials subject to the Florida Public Records Law, as provided in Chapter 119, Florida Statutes, and made or received by the parties, unless specifically exempted by State Statute. County shall have the right to cancel this agreement upon violation of this provision by MAXIMUS.

10.8 Access to Program Records. Upon ten (10) business day's written notice to MAXIMUS, MAXIMUS shall make available to the County or Court program records for Probationers subject to the Court or the Court jurisdiction in connection with work performed with this Agreement.

10.9 Ethics Clause. MAXIMUS warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. County employees and officers are required to comply with the standards of conduct delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts, doing business with one's agency, unauthorized compensation, misuse of public position, conflicting employment or contractual relationship, and disclosure of certain information.

10.10 Authority. MAXIMUS warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for MAXIMUS below certifies and warrants that the Contractor's name in this agreement is the full name as designated in its corporate; they are empowered to act and contract for MAXIMUS, and this agreement has been approved by the Board of Directors of MAXIMUS or other appropriate authority.

10.11 Public Entity Crime Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10.12 Anti-kickback. The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in

1 its discretion, to deduct from the agreement price or consideration, the full amount of such commission,
2 percentage, brokerage or contingent fee.

3
4 **10.13 Modifications and Amendments.** Any and all modifications of the terms of this
5 agreement shall be only amended in writing and executed by the Board of County Commissioners for
6 Monroe County and MAXIMUS.

7
8 **10.14 Independent Contractor.** At all times and for all purposes hereunder, MAXIMUS is an
9 independent contractor and not an employee of the Board of County Commissioners of Monroe County.
10 No statement contained in this agreement shall be construed as to find MAXIMUS or any of its
11 employees, contractors, servants or agents to the employees of the Board of County Commissioners of
12 Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of
13 Monroe County.

14
15 **10.15 Compliance with Law.** In carrying out its obligations under this agreement, MAXIMUS
16 shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of
17 this agreement, including those now in effect and hereafter adopted. Any violation of said statutes,
18 ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the
19 County to terminate this agreement immediately upon delivery of written notice of termination to
20 MAXIMUS.

21
22 **10.16 Licensing and Permits.** MAXIMUS warrants that it shall have, prior to commencement of
23 work under this agreement and at all times during said work, all required licenses and permits whether
24 federal, state, County or City.

25
26 **10.17 Non-Discrimination.** MAXIMUS shall not discriminate, in its employment practices and in
27 providing services hereunder, on the basis of race, color, sex, religion, disability, national origin,
28 ancestry, sexual orientation, gender identity or expression, familial status or age, and shall abide by all
29 federal and state laws regarding non-discrimination. Upon a determination by a court of competent
30 jurisdiction that such discrimination has occurred, this Agreement automatically terminates without any
31 further action by the County, effective the date of the court order. MAXIMUS is aware of the provisions
32 of Section _____, Monroe County Code, relating to non-discrimination, and agrees to abide by the
33 Code's non-discrimination requirements.

34
35 **10.18 Claims for State or Federal Aid.** The parties agree that each shall be, and is,
36 empowered to apply for, seek, and obtain federal and state funds to further the purpose of this
37 Agreement, provided that all applications, requests, grant proposals, and funding solicitations shall be
38 approved by each party prior to submission, and which approval shall not be unreasonable withheld.

39
40 **10.19 Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the
41 terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or
42 entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that
43 neither the County nor MAXIMUS or any officer, agent, or employee of each shall have the authority to
44 inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or
45 entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to
46 the community in general or for the purposes contemplated under this Agreement.

47
48 **10.20 Attestations.** MAXIMUS agrees to execute such documents as the County may
49 reasonably require, including a Drug-Free Workplace Statement, and a Public Entity Crime Statement.

50
51 **10.21 Signatures of Parties Required.** THIS AGREEMENT SHALL NOT BE EFFECTIVE
52 UNTIL EXECUTED BY BOTH PARTIES AND RECEIVED IN FINAL EXECUTED FORM BY AN
53 AUTHORIZED REPRESENTATIVE OF MAXIMUS AT ITS PRINCIPAL PLACE OF BUSINESS.

54
55 **10.22 County Authority.** By execution hereof the signer below hereby certifies that signer is duly
56 authorized to execute this Agreement on behalf of the Court.

1
2 **10.23 No Personal Liability.** No covenant or agreement contained herein shall be deemed to be
3 a covenant or agreement of any member, officer, agent or employee of the Board Of County
4 Commissioners of Monroe County in his or her individual capacity and no member, officer, agent or
5 employee of the Board Of County Commissioners of Monroe County shall be liable personally on this
6 Agreement or be subject to any personal liability or accountability by reason of the execution of this
7 Agreement.
8

9 **10.24 Execution in Counterparts.** This Agreement may be executed in any number of
10 counterparts, each of which shall be regarded as an original, all of which taken together shall constitute
11 one and the same instrument and any of the parties hereto may execute this Agreement by signing any
12 such counterpart.
13

14
15 WHEREFORE, the parties hereto have caused these presents to be executed on the day and year
16 first above written.
17

18 **BOARD OF COUNTY COMMISSIONERS OF**
19 **MONROE COUNTY, FLORIDA**

ATTEST: **DANNY L. KOLHAGE, CLERK**

20
21 By: _____
22 MAYOR MURRAY E. NELSON

BY: _____
Deputy Clerk

23
24 Date: _____

Date: _____

25
26
27 **MAXIMUS, Inc.:**

ATTEST:

28
29 By: [Signature]
30 Title: Se Vice President
31 Printed Name: STEVEN P. MERREFIELD
32 Date: 1/6/04

[Signature]
Title: Secretary
Date: 1-6-04

33
34
35
36
37

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 1/6/04

1
2 **EXHIBIT A: ELECTRONIC MONITORING SERVICES**
3

4 **COMMUNITY CORRECTIONAL SERVICES AGREEMENT**

5 **Between**

6 **MAXIMUS Incorporated ("MAXIMUS") and Monroe County, Florida**
7
8
9

10 In addition to the terms and provisions set forth in the above referenced Agreement, the
11 following terms shall apply to all electronic monitoring services provided under the Agreement:
12
13

14 **1. SERVICES AND RESPONSIBILITIES OF MAXIMUS**
15

16 1.1 Monitoring Services. MAXIMUS will provide the following monitoring services to the Court
17 for the Court's operation of an electronic monitoring program. The monitoring services provided
18 hereunder are specifically designed to determine by electronic means the presence of a person at a
19 specified location (typically that person's place of residence).
20

21 1.1.1 MAXIMUS will perform the functions of data entry and data storage for all properly
22 enrolled Probationers. The data entry function consists of the input of all required demographic, curfew,
23 and system configuration information on each case into the central host computer system.
24

25 1.1.2 MAXIMUS will maintain twenty-four (24) hour, seven (7) days per week management of
26 Probationer data enrolled hereunder.
27

28 1.1.3 MAXIMUS will provide notification of Alert Conditions to authorized and identified Court's
29 staff. Alert notification will be in accordance with Section 2.1.5 herein or as agreed upon in writing by the
30 Court and MAXIMUS.
31

32 1.1.4 Alert Condition and Equipment status information for each Probationer will be documented
33 and maintained by MAXIMUS.
34

35 1.1.5 Notification Options.
36

37 1.1.5.1 Compliance Monitoring Program Level. The Compliance Monitoring Program has as its
38 primary intent the non-immediate monitoring of compliance to ordered conditions. This program does
39 NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk
40 probation cases, if any. At this level of monitoring, the Court determines that next business day (or later
41 as determined by the Court) notification is acceptable on any and all violations incurred during the
42 monitoring period.
43

44 1.1.5.2 Other Notification Levels. Because certain electronic monitoring equipment provides
45 round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In
46 such cases the Court may desire more immediate notification; MAXIMUS will increase the level of
47 notification provided appropriate County personnel can be made available for response. The absence of
48 written notification procedures to the contrary, the Compliance Monitoring Level will apply.
49

50 1.2 Maintenance. MAXIMUS shall maintain the Equipment at its expense. The Probationer shall
51 be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by (i) the
52 Probationer's negligence or (ii) the damage or destruction of the Equipment by parties other than
53 MAXIMUS. The court will assist MAXIMUS in enforcement of this policy.
54

55 **2. EQUIPMENT.** MAXIMUS shall supply a sufficient quantity of Units to meet the Court's need subject
56 to forty-eight (48) hour notice prior to shipment.
57

1 **3. MONITORING SYSTEM**

2
3 3.1 Description. The monitoring system utilized hereunder is an active monitoring system
4 consisting of a Transmitter, an FMD and a central computer system. The Units communicate with the
5 host computer system through the Probationer's standard telephone service.
6

7 3.2 System Maintenance. The Court acknowledges that periodic maintenance on the host
8 computer system is required. During the performance of this maintenance, the system may be required
9 to be temporarily 'off-line'. The Court will be notified in advance of any such situation.
10

11 3.3 MAXIMUS expressly disclaims any warranty that any equipment provided hereunder is
12 impervious to tampering.
13

14 **4. THE COURT'S OBLIGATIONS.** The Court shall have the responsibility to:

15
16 4.1 Refer appropriate cases to MAXIMUS for supervision under as contemplated in this
17 Agreement.
18

19 4.2 Identify authorized personnel to which MAXIMUS may report violations.
20

21 4.3 Provide to MAXIMUS required Probationer case and curfew information and Court Order.
22

23 4.4 Identify and make available the Court's staff and/or Equipment (fax, pager) for the purpose of
24 notification by MAXIMUS to the Court of alerts and equipment status problems.
25

EXHIBIT B
MAXIMUS PROGRAMS MENU

COMMUNITY CORRECTIONAL SERVICES AGREEMENT
Between
MAXIMUS INCORPORATED ("MAXIMUS") and
Monroe County, Florida

Program Title	Target Population	Program Description	Cost
Domestic Violence Program 24 modules	Domestic violence offenders (separate male/female groups) Pretrial, probation, parole, court ordered or self-referrals Basic Program is 24 modules + orientation group + an individual assessment.	This is a cognitive-behavioral program. This educational approach confronts batterer beliefs and behaviors. The focus is on power and control issues in domestic relationships. Designed to comply with content and length regulations for DV programs. Groups are task-oriented with each client working at an individual pace.	\$75.00 evaluation assessment \$20.00 per group session \$25.00 workbook Open-ended
Anger Management Program 8 modules	Designed for use with adults who have been involved in assault or violence in non-domestic situations and/or anyone who has obvious difficulty dealing with anger.	A cognitive-behavioral program that helps the client to understand and manage feelings and behaviors that accompanies anger. In this group, the client will identify stress and frustration levels and establish goals and self-control plans.	(Non-domestic violence) \$20.00 per group session \$10.00 workbook Open-ended
Standard Cognitive Program 12 steps	Developed for chronic offenders, particularly those who have been resistant and unsuccessful in various other treatment programs and/or who are at risk of revocation. Appropriate for those who have multiple alcohol and drug offenses as well as other repeat offenders.	A cognitive-behavioral program designed to enhance social, moral and positive behavioral growth in a progressive, step-by-step fashion. This program addresses criminal thinking patterns, relationship issues, values, attitudes and decision-making processes. The goal is to move offenders from predominately pleasure and pain reasoning to a higher level of social rules orientation.	\$20.00 per group session \$25.00 workbook Open-ended
Parenting & Family Issues 12 modules	Program designed for enhancement of parenting skills.	A cognitive-behavioral program designed to teach parenting skills. Focuses on children's values, problems, and developing traits of a healthy family.	\$20.00 per group session \$15.00 workbook Open-ended
Job Readiness 6 modules	This group is designed for anyone who needs enhancement with employment or career skills	A cognitive-behavioral program focusing on correcting faulty beliefs about work. Topics include career identity, why people get jobs and promotions and other issues related to employment.	\$20.00 per group session \$ 9.00 workbook Open-ended
Responsible Living 8 modules	A program designed for first-time misdemeanor offenders.	A cognitive-behavioral program that challenges offenders to look at their behavior and how it relates to their involvement in the criminal justice system. The program includes topics and exercises regarding responsible budgeting; appreciating, building, and maintaining interpersonal relationships; self analysis of behavior and value clarification; and the development of short-term and long-term goals.	\$20.00 per group session \$10.00 workbook Open-ended

Program Title	Target Population	Program Description	Cost
Thinking for Good 10 modules	This program addresses criminal thinking. Can be used with lesser grade crimes.	This 10-module program is directed at challenging criminal thinking, beliefs, attitudes, and behaviors. Addresses faulty patterns of behavior using MRT personality stages.	\$20 per group session \$10 workbook Open-ended
Managing Money for Financial Success 7 hour program	This program is for clients who have had difficulties managing their finances. This can include, but is not limited to, clients convicted of writing bad checks or shoplifting.	This is a seven-hour, one time program designed to assist clients with financial issues. Topics include rating financial behavior, looking at financial strengths and weaknesses, planning a budget, information about obtaining and using credit, and more.	\$90 \$5 workbook
CHOICES-Changing How Often I Choose Effective Solutions 7 hour program	This program is for clients who are first time offenders or are convicted of lesser offenses and might not need a long-term program.	This is a seven-hour, one time program designed to have clients assess some of the choices they have made in their lives. Topics include listening, communication, responsibilities, dealing with conflict, goal setting, choices and consequence, and values.	\$90 \$5 workbook
Making Responsible Choices 3 hour program	This program is for clients whose irresponsible acts have resulted in violations of the law or violations of societal rules.	This three-hour program is designed to have clients explore what it means to be a responsible person.	\$45 \$5 workbook
SAFE-Smoking Alternatives and Future Effects 4 hour program	This program was designed for juveniles.	This four-hour program is designed to inform juveniles about the risks and dangers of smoking, both to themselves and to others.	\$60

Groups subject to availability